

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: HACH WIMS IMPLEMENTATION FOR WEESE FILTRATION, MISSION BASIN GROUNDWATER PURIFICATION, AND PURE WATER OCEANSIDE FACILITIES – 750754711, 7507557711, 750775711

THIS AGREEMENT, dated _____, 20____ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and AQUATIC INFORMATICS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide reporting and forms creation services using the Hach WIMS Platform for Water Utilities facilities, as is more fully described in CONSULTANT'S proposal dated July 2, 2025, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain

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comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this

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agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful

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misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$124,320.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2028.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement and the Addendum which is attached hereto and incorporated herein to be executed by setting hereunto their signatures on the dates set forth below.

AQUATIC INFORMATICS

By: Izmeey Hazeldeen Joomratty - Vice President Finance
Name/Title

Date: 08-07-2025

By: 
Name/Title

Date: Aug 11, 2025

Employer ID No.

CITY OF OCEANSIDE

By: _____
Jonathan Borrego, City Manager

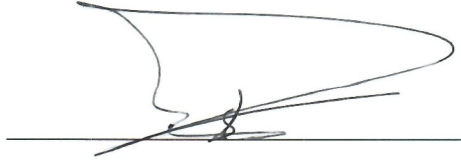
Date: _____

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

On this 11 day of August, 2025, the foregoing document was sworn and subscribed before me by means of physical presence by Izmey Hazeldeen Joomratty as the vice president, finance of Aquatic informatics Inc. and produced the following identification: Driver's licence no: 8863676

A handwritten signature in black ink, appearing to read 'Shaghayegh Vafaei', is written over a horizontal line.

Shaghayegh Vafaei
Notary Public
1185 The High Street #1,
Coquitlam, BC V3B 0A9
P:604-288-9669 F:604-359-1221



Exhibit A



Quote 00022843

Details:

Created On: 02 Jul 2025
Expires On: 02 Sep 2025

Prepared For:

Rudy Guzman
(760) 435-5838
rguzman@oceansideca.org

City of Oceanside, California
300 N. Coast Hwy
Oceanside, California 92054-2885
United States

Submitted By:

Angela Burciaga
(720) 951-5019
angela.burciaga@aquaticinformatics.com

Contact Us

For **technical software assistance**, please contact **Customer Support** by phone at 877-546-5699, extension 1 or through the [Aquatic Support Portal](#).

Support operating hours are 8:00 am – 8:00 pm (Mon – Fri) Eastern Time excluding Provincial, Canadian, State and US statutory holidays and 9:00 am – 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office.

For questions regarding this quote, your annual renewal, or general account inquiries, please contact your **Customer Success Manager**, Angela Burciaga, at angela.burciaga@aquaticinformatics.com and (720) 951-5019.



Quote Summary

Product	Sales Price	Term	Qty	Total Price
WIMS-PS Professional Services (WIMS) <i>Custom Professional Services. Please refer to attached Scope of Work for details.</i> Pure Water - 7 Reports and Data Entry Forms	\$43,512.00	12mos	1.0	\$43,512.00
WIMS-PS Professional Services (WIMS) <i>Custom Professional Services. Please refer to attached Scope of Work for details.</i> Weese Filtration Plant - 7 Reports and Data Entry Forms	\$29,008.00	12mos	1.0	\$29,008.00
WIMS-PS Professional Services (WIMS) <i>Custom Professional Services. Please refer to attached Scope of Work for details.</i> Mission Basin - 15 Reports and Entry Forms	\$51,800.00	12mos	1.0	\$51,800.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$124,320.00 USD
 Recurring Annual Fees (SaaS & SMA): \$0.00 USD

GRAND TOTAL: \$124,320.00 USD

All prices are quoted exclusive of taxes.



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to angela.burciaga@aquaticinformatics.com and please reference quote **00022843**.

Angela Burciaga
(720) 951-5019
angela.burciaga@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- SaaS: Services Offering and Service Level Agreement
<https://aquaticinformatics.com/saas-service-offering/>
- On-Premise: Software License Agreement
<https://aquaticinformatics.com/on-premise-software/>

Exceptions:

- WIMS Online: WIMS Online Services Offering and Service Level Agreement
<https://aquaticinformatics.com/wims-online-saas/>
- WIMS On-Premise: WIMS On-Premise Software License Agreement
<https://aquaticinformatics.com/wims-on-premise/>



Electronic Acceptance

Expiration Date: Must be signed by 02 Sep 2025

Subscriber: City of Oceanside, California

Subscriber Signature:

Per:

Name: Rudy Guzman

Title:

Date:

Subscriber Details:

Phone: (760) 435-5838

Email: rguzman@oceansideca.org

Company: City of Oceanside, California
300 N. Coast Hwy
Oceanside, California 92054-2885
United States

Provider: Aquatic Informatics

Provider Signature:

Per:

Name:

Title:

Date:

Imrey H Joannashty

Vice President Finance

Aug 11, 2025



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ONE

WATER.
PLATFORM.

Statement of Work

Oceanside, CA
Reports and Forms Creation

3/12/2025 | Prepared by: Mat Eckert

WATER DATA MANAGEMENT SOFTWARE.



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Introduction

This statement of work includes AQI working with Oceanside stakeholders to create seven(7) reports and/or forms for the Pure Water System.

Statement of Work

Task 1: Planning and Project Management

This task includes activities required to plan and manage delivery of the scope of work throughout the duration of the project. AQI will host a 1-hour, online kickoff meeting to introduce our teams, review project scope and schedule, and discuss critical data needs and expectations.

Assumptions & Limitations

- Oceanside will designate a project manager and/or system champion for the duration of the project.
- All internal Oceanside stakeholders are identified prior to the kickoff meeting and are in attendance to ensure a successful start to the project.
- Oceanside will provide the appropriate functional and technical resources to support the AQI Team as outlined in this scope of work.
- All Services will be performed remotely by our AQI Team unless otherwise included in this scope of work and agreed to by all parties in advance of a Notice to Proceed.
- Any onsite services will be subject to time and expense reimbursement as additional.
- Service scheduling and cancellation requests are subject to AQI's relevant SLAs:
 - <https://aquaticinformatics.com/on-premise-software/> and/or
 - <https://aquaticinformatics.com/saas-service-offering/>

Task 2: Discovery

AQI will conduct a two(2)-hour, online Discovery session with Oceanside's system champion to walk through the details of each of the reports and forms.

Assumptions & Limitations

- Oceanside's subject matter expert(s) are available to attend the online Discovery session.
- The outcome of Task 2 will be incorporated in Task 3.

Task 3: Build

AQI will create the following reports and forms in WIMS:

1. AWPf 24 Hour Data Collection Sheet (Revised 081524)
2. AWPf Ops Log 09-24
3. AWPf UF Data Collection and Normalization (Rev4)
4. AWPf WDR 2023.06
5. AWPf_Chemical Inventory Log Template
6. Chemical Tank Levels Daily Data Collection
7. Pure Water LRV 2023.05

Assumptions & Limitations

- This service does not include the creation of any reports or forms not listed above.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 4: Review

AQI will hold a one(1) hour review meeting for each of the seven(7) reports listed in Task 3.

Assumptions & Limitations

- Based on customer feedback, AQI will make any adjustments to reports in order to meet customer's needs as outlined in Discovery task.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 5: Adjustments

Following the completion of Task 4, AQI will apply any adjustments to the report and forms as noted during Task 4.

Assumptions & Limitations

- This task will include one iteration of rework to correct any deficiencies if discovered during review.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 6: Final Review

AQI will hold a final review meeting for each of the seven(7) listed reports and forms.

Task 7: Go-Live

Immediately following Review, customer will Go-Live in their WIMS software.

Summary

Item	Effort (days)
Task 1: Planning & Project Management	
Task 2: Discovery	
Task 3: Build	
Task 4: Review	
Task 5: Adjustments	
Task 6: Final Review	
Task 7: Go-Live	
Total	21



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ONE WATER.
PLATFORM

Statement of Work

Weese Filtration Plant Oceanside, CA
Reports and Forms Creation

6/27/2025 | Prepared by: Mat Eckert

WATER DATA MANAGEMENT SOFTWARE.



aquaticinformatics.com

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Statement of Work

Weese Filtration Plant Oceanside, CA
Reports and Forms Creation

6/27/2025 | Prepared by: Mat Eckert

WATER DATA MANAGEMENT SOFTWARE.



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Task 6: Go-Live	5
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Introduction

This statement of work includes AQI working with Oceanside stakeholders to create seven reports and/or forms for the Weese Filtration Plant.

Statement of Work

Task 1: Planning and Project Management

This task includes activities required to plan and manage delivery of the scope of work throughout the duration of the project. AQI will host a 1-hour, online kickoff meeting to introduce our teams, review project scope and schedule, and discuss critical data needs and expectations.

Assumptions & Limitations

- Oceanside will designate a project manager and/or system champion for the duration of the project.
- All internal Oceanside stakeholders are identified prior to the kickoff meeting and are in attendance to ensure a successful start to the project.
- Oceanside will provide the appropriate functional and technical resources to support the AQI Team as outlined in this scope of work.
- All Services will be performed remotely by our AQI Team unless otherwise included in this scope of work and agreed to by all parties in advance of a Notice to Proceed.
- Any onsite services will be subject to time and expense reimbursement as additional.
- Service scheduling and cancellation requests are subject to AQI's relevant SLAs:
 - <https://aquaticinformatics.com/on-premise-software/> and/or
 - <https://aquaticinformatics.com/saas-service-offering/>

Task 2: Discovery

AQI will conduct a two(2)-hour, online Discovery session with Oceanside's system champion to walk through the details of each of the reports and forms.

Assumptions & Limitations

- Oceanside's subject matter expert(s) are available to attend the online Discovery session.
- The outcome of Task 2 will be incorporated in Task 3.

Task 3: Build

AQI will create the following reports and forms in WIMS:

1. Flow Change
2. Lab Worksheet
3. Log Master
4. Plant Filter Worksheet
5. Standalone CT Calc
6. VAL #8 Report
7. VID Report

Assumptions & Limitations

- This service does not include the creation of any reports or forms not listed above.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 4: Review

AQI will hold a review meeting for each of the seven reports listed in Task 3.

Assumptions & Limitations

- Based on customer feedback, AQI will make any adjustments to reports in order to meet customer's needs as outlined in Discovery task.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 5: Adjustments

Following the completion of Task 4, AQI will apply any adjustments to the report and forms as noted during Task 4.

Assumptions & Limitations

- This task will include one iteration of rework to correct any deficiencies if discovered during review.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 6: Final Review

AQI will hold a final review meeting for each of the seven listed reports and forms.

Task 7: Go-Live

Immediately following Review, customer will Go-Live in their WIMS software.

Summary

Item	Effort (days)
Task 1: Planning & Project Management	
Task 2: Discovery	
Task 3: Build	
Task 4: Review	
Task 5: Adjustments	
Task 6: Final Review	
Task 7: Go-Live	
Total	14



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Statement of Work

Mission Basin Oceanside, CA
Reports and Forms Creation

6/27/2025 | Prepared by: Mat Eckert

WATER DATA MANAGEMENT SOFTWARE.



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Introduction

This statement of work includes AQI working with Oceanside stakeholders to create 15 reports and/or forms for the Mission Basin.

Statement of Work

Task 1: Planning and Project Management

This task includes activities required to plan and manage delivery of the scope of work throughout the duration of the project. AQI will host a 1-hour, online kickoff meeting to introduce our teams, review project scope and schedule, and discuss critical data needs and expectations.

Assumptions & Limitations

- Oceanside will designate a project manager and/or system champion for the duration of the project.
- All internal Oceanside stakeholders are identified prior to the kickoff meeting and are in attendance to ensure a successful start to the project.
- Oceanside will provide the appropriate functional and technical resources to support the AQI Team as outlined in this scope of work.
- All Services will be performed remotely by our AQI Team unless otherwise included in this scope of work and agreed to by all parties in advance of a Notice to Proceed.
- Any onsite services will be subject to time and expense reimbursement as additional.
- Service scheduling and cancellation requests are subject to AQI's relevant SLAs:
 - <https://aquaticinformatics.com/on-premise-software/> and/or
 - <https://aquaticinformatics.com/saas-service-offering/>

Task 2: Discovery

AQI will conduct a two(2)-hour, online Discovery session with Oceanside's system champion to walk through the details of each of the reports and forms.

Assumptions & Limitations

- Oceanside's subject matter expert(s) are available to attend the online Discovery session.
- The outcome of Task 2 will be incorporated in Task 3.



Task 3: Build

AQI will create the following reports and forms in WIMS:

1. Conductivity Profile Data Sheet
2. Log Master 31 Days Template
3. MBDF 24 Hour Data Sheet
4. MBDF Total Chlorine Log
5. MBDF Turbidity Log
6. MBDF SDI Form
7. MBGPF Concentrate Turbidity
8. MBGPF Flows
9. Observation Wells Log
10. On-Site Generator Stand-By Log
11. RO Plant Data
12. RTCR Monthly Coliform Report
13. Well #10 Generator Stand-By Log
14. Well #5 Generator Stand-By Log
15. Well Level Sheet

Assumptions & Limitations

- This service does not include the creation of any reports or forms not listed above.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 4: Review

AQI will hold a review meeting for each of the 15 reports listed in Task 3.

Assumptions & Limitations

- Based on customer feedback, AQI will make any adjustments to reports in order to meet customer's needs as outlined in Discovery task.



- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 5: Adjustments

Following the completion of Task 4, AQI will apply any adjustments to the report and forms as noted during Task 4.

Assumptions & Limitations

- This task will include one iteration of rework to correct any deficiencies if discovered during review.
- Additional requests, modifications, or services will require additional scope and budget in a separate professional services project.

Task 6: Final Review

AQI will hold a final review meeting for each of the 15 listed reports and forms.

Task 7: Go-Live

Immediately following Review, customer will Go-Live in their WIMS software.

Summary

Item	Effort (days)
Task 1: Planning & Project Management	
Task 2: Discovery	
Task 3: Build	
Task 4: Review	
Task 5: Adjustments	
Task 6: Final Review	
Task 7: Go-Live	
Total	25

**Contract Addendum to Customer's
Professional Services Agreement
(the "Project")**

Parties: City of Oceanside ("Customer")
Aquatic Informatics Inc. ("AQI")

Date: 08-07-2025

Recitals: Customer and AQI are entering into a contract for the purchase of AQI's software, goods and/or services ("Software," "Goods" and/or "Services") related to the Project and, for convenience, are using this Contract Addendum (the "Addendum") to supplement Customer's General terms and Conditions and any resulting Contract between the parties ("Customer's Base Contract"). The Addendum is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Software, Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. **Software; Services.** AQI grants to Customer, a license which permits Customer to use the Software in executable code format only and in the manner as agreed to by the Parties. The Software is licensed, not sold. AQI, and not Customer, owns the Software, which is protected by United States, Canadian and international copyright laws. Customer may use the Software only in the manner as agreed by the Parties. This Agreement gives Customer no intellectual property rights in the Software. The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, AQI has no responsibility for the supervision or actions of Customer's employees or contractors or for non-AQI chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under AQI's control.
2. **Indemnification.** Any and all indemnification obligations imposed upon AQI are limited to the extent of those damages proportionately caused by AQI's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is AQI liable for any damages caused by negligence, misuse or misapplication of the Software or Goods by others. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
3. **Limitation on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF AQI AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THREE TIMES THE FACE VALUE OF THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO AQI'S WILLFUL MISCONDUCT.
4. **Limited Warranty.** AQI warrants that the Software and related work (the "Work") sold under the Agreement will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Work purchased. AQI warrants that Work furnished under the Agreement will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts

provided by AQI in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by AQI shall become the property of AQI. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Work not meeting this Limited Warranty is at AQI's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Seller is willing to provide such replacement, credit or refund. AQI further warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. AQI warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If AQI breaches this warranty and the Customer notifies AQI of such breach within 30 days of the end of the applicable warranty period, AQI will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to AQI for the nonconforming Goods and/or Services. THE REMEDY HEREIN IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. AQI EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Intellectual Property; Information Technology; Privacy.** AQI retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.
6. **Patent Protection.** Subject to all limitations of liability provided herein, AQI will, with respect to any Work of Seller's design or manufacture, indemnify Customer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Work that AQI sells to Customer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Work sold to Customer hereunder and from reasonable expenses incurred by Customer in defense of such suit if AQI does not undertake the defense thereof, provided that Customer promptly notifies AQI of such suit and offers Seller either (i) full and exclusive control of the defense of such suit when Work of AQI only are involved, or (ii) the right to participate in the defense of such suit when products other than those of AQI are also involved. AQI's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Work according to their applications as envisioned by AQI's specifications. In case the Work are in such suit held to constitute infringement and the use of the Work is enjoined, AQI will, at its own expense and at its option, either procure for Customer the right to continue using such Work or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the Work. Further, to the same extent as set forth in AQI's above obligation to Customer, Customer agrees to defend, indemnify and hold harmless AQI for patent infringement related to (a) any goods manufactured to the Customer's design, (b) services provided in accordance with the Customer's instructions, or (c) Seller's work when used in combination with any other devices, parts or software not provided by Seller hereunder.
7. **Proprietary Rights.** "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted

information, information contained in physical components, mask works and artwork, which AQI considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Work and the data, text, audio, video, images, software, lab samples, operational readings, field readings, or other similar content ("Content") provided by AQI remains that of AQI. No right or license is granted hereby to Customer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of AQI, except for the limited use licenses implied by law. Customer shall not (i) permit any third party to access the Work or Content except as expressly permitted, (ii) create derivative works based on the Work or Content, (iii) copy, frame or mirror any part or content of the Work or Content, (iv) reverse engineer the Work or Content, or (v) access the Work or Content in order to build a competitive product or service, or copy any features, functions or graphics of the Work or Content.

8. **Software and Data.** All licenses to AQI's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to the Software: Contractor grants Customer only a personal, non-exclusive license to access and use the Software solely as necessary for Customer to enjoy the benefit thereof. A portion of the Software may contain or consist of open-source software, which Customer may use under the terms and conditions of the specific license under which the open-source software is distributed. Customer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Customer's use of Software, AQI may obtain, receive, or collect data or information, including data produced thereby or related thereto. In such cases, Customer grants AQI a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of AQI and its affiliates.
9. **Performance Guarantees.** All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with AQI recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.
10. **Acceptance and Set-off.** Except to the extent agreed upon in writing by AQI's CFO, all Software, Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by AQI but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under AQI's warranties.
11. **Funds Transfers (Payments).** Customer and AQI both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling AQI and speaking with AQI's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.
12. **Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of AQI, the Agreement does not bind any affiliates of AQI. AQI is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to AQI's compliance with laws and regulations (*e.g.*, safety) which are directly applicable to AQI's Goods and/or Services purchased under this Agreement. AQI may include Customer and their Affiliates as an Additional Insured party.

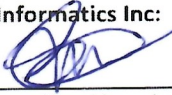
Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. AQI's obligations under the Agreement will only be modified by written agreement of AQI through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. AQI shall have the right to terminate the Agreement on thirty (30) days' notice. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Oceanside:

By: _____
Name: _____
Title: _____
Date: _____

Aquatic Informatics Inc:

By:  _____
Name: Izmeey Hazeldeen Joomratty
Title: Vice President, Finance
Date: 08-07-2025